

Randolph County Commissioners
Joint Meeting with the Asheboro City Council
August 12, 2008

At 7:03 p.m., the Randolph County Board of Commissioners, having adjourned at 6:53 p.m. from a special joint meeting with the Asheboro City Council, reconvened to hear an update and request to proceed with an application for a NC Rural Economic Development Center Grant to assist with funding for a water line along Hwy. 64 East from the City of Asheboro's water system at Salisbury Street down to the Blue Mist Restaurant; this item was tabled from the August 4, 2008 meeting, pending a meeting with the NC Department of Environmental and Natural Resources (DENR) to seek clarification on the maximum amount of grant funding the County can expect from them on this project. Commissioners Holmes, Frye, Kemp, Lanier and Haywood were present.

David Townsend, III, Public Works Director, reported that he and Commissioner Kemp had met with a representative from DENR on August 8. The County had been previously informed that it would be eligible for \$500,000 from the State's (DENR) Underground Storage Tank Cleanup Fund for funding assistance for a six-inch water line to serve 22 homes in the Loflin Pond Road area, near the Blue Mist Restaurant. For several years, these homes have dealt with contaminated groundwater from leaking underground fuel storage tanks. However, when the issue was discussed at the Commissioners August 4, 2008 meeting, the Board decided to seek additional funding from DENR, hence the August 8th meeting, where DENR promised up to \$1.5 million (the estimated cost of a six-inch line from Salisbury Street to the affected homes near Blue Mist).

Mr. Townsend said that if the County decided to upgrade to a 12-inch line for potential economic and industrial growth purposes, the estimated cost is \$2.1 million. The County is also eligible for a NC Rural Economic Development Center Grant of at least \$500,000.

Commissioner Kemp offered another option of running the water line from the Deep River bridge at Ramseur's city limits west on Hwy. 64 to the affected area. He said that because of the topography between Asheboro and Blue Mist, there is more developable land along the stretch of Hwy. 64 west toward Ramseur. It could also provide water to more county residents in the Foxfire and Iron Mountain Road areas, should that need arise in the future. Mr. Townsend said that a line from Ramseur would be more expensive because the lay of the land would probably require a pumping station and a water tank. A line from Asheboro would be a gravity-fed line. He said that he can have our engineering consultants, Hobbs Upchurch, study this alternate route to determine the cost, and he added that either would be eligible for the grant funding from DENR and the Rural Center.

On motion of Haywood, seconded by Frye, the Board voted unanimously to approve 1) Authorizing Resolution for Filing of Application for NCREDC Funds for Water Line Projects and Commitment for Supplemental Funding; 2) Supplemental Application (Certification by Chief Elected Official); 3) Commitment of Other Funds Form; 4) Memorandum of Understanding Between County and NCREDC; and 5) Conflict of Interest Statement, all of which follow:

***Authorizing Resolution for Filing of Application for NCREDC Funds for Water Line Projects
and Commitment for Supplemental Funding***

WHEREAS, in the summer of 2007 the North Carolina General Assembly included a \$100 million appropriation to the North Carolina Rural Economic Development Center in the FY2007-2009 state budget, for the purpose of making grants to rural communities in need of water and wastewater infrastructure improvements; and

WHEREAS, Randolph County has need for the elimination of contaminated water supply wells and intends to provide a water main extension to serve the US Highway 64 area from the City of Asheboro to Dewey Road (SR2256), including those portions of Loflin Pond Road (SR2221), Marshall Lane (Private) and Rocky Knoll Road (SR2666) affected by the noted contamination in Randolph County; and

WHEREAS, Randolph County intends to request grant assistance in the amount of \$1,000,000 from the NC Rural Center Supplemental Grants Program for the project;

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF RANDOLPH COUNTY:

That Randolph County will arrange financing for all remaining costs of the project, if approved for a grant.

That Randolph County will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the Chairman and the County Manager are hereby authorized to execute and file an application on behalf of Randolph County with the NCREDC (Rural Center) for a grant to assist in the construction of the project described above.

That the Chairman and the County Manager are hereby authorized and directed to furnish such information as the Rural Center may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That Randolph County has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Supplemental Application

The attached statements and exhibits are hereby made part of this application and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits is true, correct, and complete to the best of his/her knowledge and belief. He/She further certifies that:

- 1. as Authorized Representative, he/she has been authorized to file this application by formal action of the governing body;*
- 2. that the governing body agrees that if a grant from the Clean Water Partners' Program is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency (Rural Center);*
- 3. that the governing body agrees to provide for proper maintenance and operation of the approved project after its completion;*

4. that the applicant has substantially complied with or will comply with all federal, state and local laws, rules and regulations and ordinances as applicable to this project; and
5. that the applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance and administration of the project.

Commitment of Other Funds between the North Carolina Rural Economic Development Center, Inc. and Randolph County

Project Title: Elimination of Contaminated Water Supply Wells

Source		Grant or Loan?	\$ Amount	Date Available
(Use Abbreviations Below)				
(Must be a dollar for dollar match) ≥ Rural Center funds requested				
Funds from the Applicant:	Randolph County	N/A	\$1,150,000	At Grant Award
Federal Funds:				
State Funds:				
Private Funds (clearly identify):				
Other (clearly identify):				
Amount of this Grant Request:	NC Rural Center	Grant	\$1,000,000	At Grant Award
TOTAL PROJECT FINANCING:			\$ 2,150,000	

Memorandum of Understanding between the North Carolina Rural Economic Development Center, Inc. and Randolph County

The purpose of this Memorandum of Understanding is to outline conditions and regulations for a general working relationship between the North Carolina Rural Economic Development Center (Rural Center) and the applicant organization regarding the Rural Center Supplemental Grant Program. The following conditions and regulations apply to all Rural Center Supplemental Projects:

Disbursement Policy

The Rural Center will disburse up to 90 percent of Supplemental grant funds upon submission of satisfactory evidence other funds have been drawn down by 90 percent and that 100 percent of local funds, if committed, have been expended. Documentation in support of expenses must accompany the Financial Request Form. The final 10 percent will be disbursed upon completion of the project and submittal of the final approved product.

Project Schedule

A timeline has been provided to the Rural Center as part of the application package. This represents the adopted schedule for this project. The grantee understands that the Rural Center will establish the date for termination of its contract using this information and that time is of the essence. Updates or changes to the project schedule must be provided to the Rural Center as they are adopted by the grantee for use in administering this project. Rural Center reserves the right to reject or ask for further clarification regarding the timeline and its implementation.

Contract Time Requirements

Rural Center may revoke or revise its approval of funding for the project if work intended is not under contract within six months after the Rural Center approval date of the project and if not completed within one year of Rural Center approval. The Rural Center approval date will be incorporated in the contract as the Commencement Date.

Changes in Project Scope

It is clearly understood that a change in the project scope may not be implemented without prior written approval from Rural Center and submission to Rural Center of evidence of other funders approval of the change(s). A change of scope will include any change to the project design, capacity of the system, the number and/or type of customers served, or equipment items purchased.

Changes in Project Funding

It is further understood that if the grantee receives additional funding for the project after the Rural Center approval, these funds cannot be used to reduce the amount of local funds pledged or to displace other grant funds committed to this project; any such action could result in the reduction of the Rural Center Supplemental grant by the amount of funds added to the project. If new funds are made available to this project, the Rural Center must be notified immediately. Likewise, it is understood that the local share, as pledged to the Rural Center in the original application, will not be diminished in the event of a cost underrun in the completed project.

Cooperation with Primary Funder and Rural Center

It is understood that the grantee will cooperate with its other funders as identified in the application and will provide information and reports as prescribed by the funder and will adhere to all applicable regulatory and/or statutory requirements of the Primary Funder and the State of North Carolina particularly as they relate to the procurement of goods and services and in the maintenance of proper accounting records.

Reporting Procedure

Quarterly progress reports will be submitted to Rural Center as set forth in the terms of the contract document to be executed. The first report will be due 90 days from the date of award. Subsequent quarterly reports will be required until project completion and close of the contract.

Final Report

A final report is required and will be due upon close of the project. This report must be submitted and approved by the Rural Center prior to disbursement of final funds.

Conflict of Interest Statement

Randolph County, a body politic and corporate, is a political subdivision of the State of North Carolina. All County officials and employees are aware of, and in full compliance with, NCGS 14-234, "Director of public trust contracting for his own benefit, participation in business transaction involving public funds; exemptions."

Adjournment

There being no further business, the meeting adjourned at 7:17 p.m.

J. Harold Holmes, Chairman

Darrell L. Frye

Phil Kemp

Stan Haywood

Arnold Lanier

Cheryl A. Ivey, Clerk to the Board